

ORIGINAL

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF NEW YORK

JAN 23 2008

STEVEN R. PICZKUR,

Plaintiff,

v.

Civil Action No.
07-CV-181 (NAM/GJD)

JOHN E. POTTER, Postmaster General
United States Postal Service,

Defendant.

STIPULATION FOR COMPROMISE SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between plaintiff, STEVEN R. PICZKUR, and the defendant, JOHN E. POTTER, in his official capacity as Postmaster General, that the above-entitled action, brought pursuant to Rehabilitation Act of 1973, as amended, be settled and compromised on the following terms and conditions.

1. This agreement shall not operate as or constitute, an admission of liability or fault on the part of either party, or on the part of either party's agents, representatives or employees. The parties agree that the purpose of entering this agreement is to compromise a disputed claim and avoid the costs and uncertainties inherent in litigation.

2. The parties agree and stipulate to the following:

A. Plaintiff will be transferred to a custodial position in the Maintenance Craft at the Syracuse, New York Processing and Distribution Center, on the 3:00 p.m. to 11:30 p.m. shift with Wednesdays and Thursdays off.

B. The effective date of plaintiff's transfer to the Maintenance Craft will be

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on or about January 19, 2008.

C. The terms and conditions of plaintiff's employment in this position shall be governed exclusively by applicable collective bargaining agreement and pertinent Postal Service rules and regulations.

D. The parties agree that plaintiff's seniority rights, if any, are controlled by the applicable Collective Bargaining Agreement(s) and current Postal Service policy.

E. This will be a global settlement of all of the plaintiff's pending complaints of employment discrimination and/or all other potential complaints of employment discrimination which plaintiff could allege having arisen prior to the effective date of this settlement agreement.

F. Plaintiff further agrees that, concurrent with his execution of this Agreement, he shall write to the APWU and inform them that if there are any NLRB charges and/or grievances presently pending or being pursued on his behalf (i.e., in which the union has alleged that he has been subjected to an unfair labor practice, or where he is the grievant) which in any way relate to the subject matter of this lawsuit (including but not limited to denials of request(s) to transfer to Maintenance), that he no longer wishes for such charges and/or grievances to be pursued on his behalf. Plaintiff agrees that if the APWU declines his request not to pursue said grievances or NLRB charges, that he will not participate in their further prosecution (including attending and testifying at arbitration) and will not accept any monetary compensation and/or any other relief given to him in any grievance settlement and/or arbitration

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award. The parties agree that this request on the part of the plaintiff shall not apply to any class action grievances pending as of the date of execution of this Agreement. Plaintiff agrees to furnish defendant with a copy of said letter at the time he executes this Agreement.

3. This settlement shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the same subject matter that gave rise to the above-captioned lawsuit, including any claims for wrongful death, for which plaintiff or his heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States Postal Service, its agents, servants, and employees.

4. Plaintiff and his heirs, executors, administrators, or assigns, hereby agree to accept this settlement in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which he may have or hereafter acquire against the United States Postal Service, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned lawsuit, including any future claim for wrongful death. Plaintiff and his heirs, executors, administrators or assigns further agree to indemnify and hold harmless the United States Postal Service, its agents, servants and employees from any and all such causes of

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action, claims, liens, rights or subrogated or contribution interest incident to or resulting from further litigation or the prosecution of claims by the plaintiff or his heirs, executors, administrators or assigns against any third-party or against the United States Postal Service, including claims for wrongful death.

5. It is also agreed, by and among the parties, that this settlement represents the entire compromise settlement and the respective parties which each bear their own costs, fees and expenses, to including attorneys' fees.

6. In consideration of this settlement as set forth above, plaintiff agrees that he will execute and file, with the Court, such documents as shall be necessary to cause the above-styled action to be dismissed with prejudice from the docket of the Court.

7. The parties agree that this Stipulation for Compromise Settlement, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

8. By their signatures hereon, plaintiff, and counsel for plaintiff, certify that Steven R. Piczkur is neither an infant nor incompetent for whom a guardian has been appointed.

Executed this 16 day of January, 2008



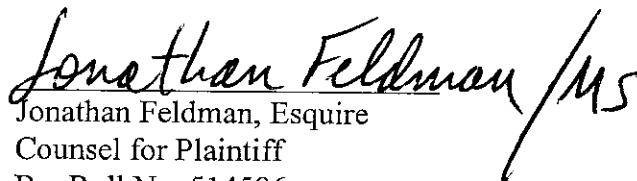
Stephen R. Piczkur, Plaintiff

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Jonathan Feldman, Esquire

Counsel for Plaintiff

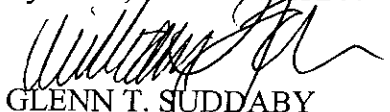
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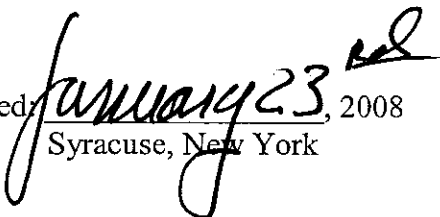
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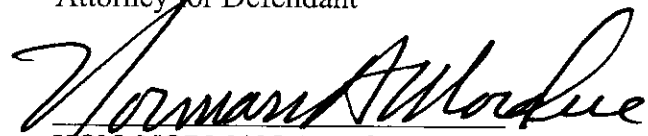
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By:

 1/22/08
William F. Larkin
Bar Roll No. 102013
Assistant U. S. Attorney
Attorney for Defendant

SO ORDERED:

Dated:  2008
Syracuse, New York


HON. NORMAN A. MORDUE
Chief United States District Judge